

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE CITY OF TAMARAC FOR QUICKLIME, SOUTHEAST FLORIDA COOPERATIVE PURCHASING GROUP BID #02-27B.

REPORT IN BRIEF: A competitive bid was conducted for quicklime needed by the Utilities Department to treat water. The City of Tamarac acted as lead agency for the Southeast Florida Cooperative Purchasing Group for this bid. The City of Tamarac sent out specifications to six (6) prospective bidders. The City of Tamarac received three (3) responses (two (2) bids and one (1) “no bid” response). The recommendation is for Chemical Lime Company of Alabama, Inc. who is the lowest responsive and responsible bidder. The initial contract is a one (1) year term with options to renew for four (4) additional one (1) year terms by mutual agreement of the parties. Extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by the Town Council.

PREVIOUS ACTIONS: Not applicable

CONCURRENCES: The recommended award has been reviewed by the Utilities Director and the Procurement Manager who concur with the decision to award to Chemical Lime Company of Alabama, Inc.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$95,000.00/yr.

Account Name: Utilities Department-Water Chemicals Account

Additional Comments: Not applicable

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Procurement Authorization

Award documentation from the City of Tamarac

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE CITY OF TAMARAC FOR QUICKLIME, SOUTHEAST FLORIDA COOPERATIVE PURCHASING GROUP BID #02-27B.

WHEREAS, the Town is in need of quicklime for treating water in the Utilities Department ; and

WHEREAS, the City of Tamarac, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such quicklime; and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by the City of Tamarac to Chemical Lime Company of Alabama, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid awarded by the City of Tamarac, SE Florida co-op bid #02-27B, to Chemical Lime Company of Alabama, Inc. for quicklime in the amount of \$111.38/ton.

SECTION 2. The Town Council hereby authorizes the expenditure from Utilities Department-Water Chemicals Account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002

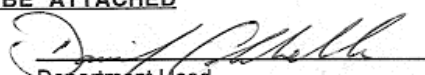
TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER. BUDGET ITEM & DESCRIPTION APPROXIMATE COST
040-1058-536-0630 Quicklime for Sys. I, II, III \$95,000.00
WATER CHEMICALS
METHOD OF PROCUREMENT (check the one that applies)


☐ Open Competitive Bidding
☒ Piggyback on Contract Number SE FLORIDA CO-OP BID #02-278
☐ Sole Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED


Signed


Department Head

Have Funds been Reserved REQN. 27955

Date 10/6/02 Signed 

Signed


Town Administrator

<u>VENDOR</u>	<u>BIDS SUBMITTED</u>	<u>COST</u>
<u>CHEMICAL LIME COMPANY OF ALABAMA, INC.</u>		<u>\$95,000.00/YR.</u>

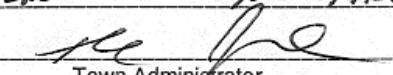
Signed


Procurement Manager

TOWN ADMINISTRATOR'S RECOMMENDATION

<u>Vendor</u>	<u>Cost</u>
<u>CHEMICAL LIME COMPANY OF ALABAMA, INC.</u>	<u>\$95,000.00/YR.</u>

Signed


Town Administrator

+

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2002-259

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #02-27B, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AN AGREEMENT WITH, CHEMICAL LIME COMPANY OF ALABAMA, INC. FOR A PERIOD OF ONE YEAR WITH FOUR (4) ADDITIONAL ONE-YEAR RENEWAL OPTIONS, ISSUED ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac served as "lead agency" on Bid 02-27B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative. Sixteen governmental agencies will utilize this bid to purchase approximately 55,000 tons of quicklime, a copy of said bid is attached hereto as Exhibit "A"; and

WHEREAS, the City of Tamarac publicly advertised Bid 02-27B, "Furnish, Deliver and Discharge of Quicklime" in the Sun-Sentinel on August 11 and August 18, 2002; and

WHEREAS, six (6) vendors were solicited; one (1) no-bid was received and two (2) bids were opened and reviewed to determine cost and responsiveness to the City's specifications; and

WHEREAS, Chemical Lime Co. submitted a bid price of \$111.38 per ton, and was deemed the lowest responsive and responsible bidder, a copy of the bid tabulation is attached hereto as Exhibit "B", and

WHEREAS, sufficient funds are available from the Utilities Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Utilities and Purchasing and Contracts Manager that Bid #02-27B be awarded to and an agreement executed with Chemical Lime Company of Alabama, Inc. for furnishing, delivering and discharging quicklime, for a period of one year with four (4) additional one (1) year renewal options; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 02-27B and execute an agreement with Chemical Lime Company of Alabama, Inc. for furnishing, delivering and discharging quicklime, for a period of one year with four (4) additional one (1) year renewal options, on behalf of the Southeast Florida Governmental Purchasing Cooperative.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY
ratified and confirmed as being true and correct and are hereby made a specific
part of this Resolution upon adoption hereof.

SECTION 2: The award of Bid 02-27B, "Furnish, Deliver and
Discharge of Quicklime", to Chemical Lime Company of Alabama, Inc., on behalf
of the Southeast Florida Governmental Purchasing Cooperative, is HEREBY
AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to
execute an agreement with Chemical Lime Company of Alabama, Inc. as part of
said award, a copy of which is attached hereto as Exhibit "C".

SECTION 4: All resolutions or parts of resolutions in conflict
herewith are HEREBY repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this
Resolution is held by any court of competent jurisdiction to be unconstitutional or
invalid, in part or application, it shall not affect the validity of the remaining
portions or applications of this Resolution.

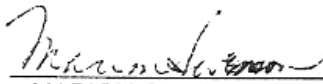
SECTION 6: This Resolution shall become effective immediately
upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 25th day of September, 2002.



JOE SCHREIBER
MAYOR

ATTEST:



MARION SWENSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR SCHREIBER AYE
DIST 1: V/M. PORTNER AYE
DIST 2: COMM. MISHKIN AYE
DIST 3: COMM. SULTANOF AYE
DIST 4: COMM. ROBERTS AYE

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.



MITCHELL S. KRAFT
CITY ATTORNEY



AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
CHEMICAL LIME COMPANY OF ALABAMA, INC.

THIS AGREEMENT is made and entered into this 25th day of Sept. 2002 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Chemical Lime Company of Alabama, Inc., an Alabama corporation with principal offices located at P.O. Box 1137, Mulberry, Florida 33860 (the "Contractor") to furnish, deliver, and discharge quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement; all documents contained in Bid No. 02-27B to Furnish, Deliver, and Discharge Quicklime (General, Supplementary and other Conditions), drawings, specifications, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein.

2) The Work

The contractor shall perform all work for the City required by the contract documents as specified in Bid 02-27B as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary to furnish, deliver, and discharge quicklime indicated by the specifications or as required to properly complete the project as directed.
- b) Contractor shall furnish all labor, materials, equipment, tools, service and supervision necessary to properly complete the project. Work shall be by a licensed contractor and crew with at least three years of verifiable full-time experience with projects of similar nature.
- c) Contractor shall clean up and remove each day all debris and material created by the work at the contractor's expense.
- d) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.



- e) All equipment must be stored in a safe manner when not in operation. The City shall not be responsible for damage to any equipment or personal injuries caused by the Contractor's failure to safely store equipment.
- f) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- g) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk & Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this Agreement.

Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

The term of this Agreement shall be for an initial one-year period beginning October 15, 2002 through October 31, 2003. The City reserves the right to renew this agreement for four (4) additional one (1) year periods subject to the vendors acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period.

5) Contract Sum

The Contract Sum for the above work is \$111.38 per ton delivered. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 02-27B Furnish, Deliver, and Discharge Quicklime at the City of Tamarac Water Treatment Plant.

**6) Payments**

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of the job.

7) Waiver of Liens

Prior to payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or contractors who worked on the project that is the subject of this Agreement.

8) Indemnification

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

10) Independent Contractor

Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

**11) Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the same address.

CONTRACTOR

John L. Thompson, Florida Manager
Chemical Lime Company of Alabama, Inc.
P.O. Box 1137
Mulberry, Florida 33860

14) Termination

This Agreement may be terminated by City or Contractor for cause or by the City for convenience, upon seven (7) calendar days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**16) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and Chemical Lime Company of Alabama, Inc., signing by and through its Florida Manager, duly authorized to execute same.

CITY OF TAMARAC

Joe Schreiber
Joe Schreiber, Mayor

10/11/02
Date

Jeffrey L. Miller
Jeffrey L. Miller, City Manager

ATTEST:

Marion Swenson
Marion Swenson, CMC
City Clerk

10/11/02
Date:

10/11/02
Date

Approved as to form and legal sufficiency:

Mitchell S. Kraft 9/30/02
Mitchell S. Kraft, City Attorney

ATTEST:

Bob Nordin
(Corporate Secretary)
Assistant

Bob Nordin
Type/Print Name of Corporate Secy.
Assistant

(CORPORATE SEAL)

Chemical Lime Company of Alabama, Inc.

John L. Thompson
(Signature of Florida Manager)

John L. Thompson
Type/Print Name of Florida Manager

9-11-02
Date